

CHARTER SCHOOL RENEWAL CONTRACT

Excel Academy

This Charter School Renewal Contract (“Contract”), effective July 1, 2023, is made and entered into between Jefferson County School District R-1 (the “District” or the “Authorizer”) and Excel Academy, a public charter school organized as a Colorado non-profit corporation (the “School”) (District and School may individually be referred to as a “Party” or collectively, the “Parties”).

RECITALS

WHEREAS, the Colorado General Assembly has enacted the Charter Schools Act, C.R.S. §22-30.5-101, *et seq.* (the “Act”), allowing for the creating and operating of charter schools within the State of Colorado by its terms and for certain purposes as enumerated in C.R.S. § 22-30.5-102(2) & (3); and

WHEREAS, the District’s Board of Education (“District Board”) previously authorized the School to form and operate a charter school in the District pursuant to a charter school contract; and

WHEREAS, the District Board of Education has successively renewed the School’s charter with the most recent renewal expiring on June 30, 2023; and

WHEREAS, on February 9, 2023, the District Board adopted a Resolution (Attachment 1) approving the School’s charter school renewal application and granting the School a charter for a term of five (5) years.

NOW THEREFORE, in consideration of the foregoing Recitals and the mutual understandings, releases, covenants and payments contained herein, the parties agree as follows:

SECTION 1: ESTABLISHMENT OF SCHOOL

1.1 Term.

This renewal Contract is effective as of July 1, 2023 and shall continue through June 30, 2028. This Contract may be renewed for an additional period upon application for renewal in accordance with State law and District Board approval of the renewal of the application.

This Charter Contract and the District’s obligations hereunder, are conditioned on the School’s satisfaction of the conditions set forth in the Resolution approving the Application and incorporated herein as Attachment 1, Pre-opening Conditions (the “Conditions of Approval”), pursuant to C.R.S. § 22-30.5-107(5). If the School fails to satisfy the Conditions of Approval on or before the deadline for each condition, or a mutually agreed extended deadline, such failure shall be a material breach of this Contract.

1.2 Charter School Legal Status.

The School is incorporated as a Colorado non-profit corporation. The School shall continue to operate as a Colorado non-profit corporation and shall assure that its operation is in accordance with its Articles of Incorporation and Bylaws. The School is organized and maintained as a separate legal entity from the District for all purposes of this Contract. As provided by the Act, the School shall constitute a public school in Colorado. Notwithstanding its existence as a separate legal entity, the educational programs conducted by the School are considered to be operated by the School as part of the District. As such, the School is subject to federal, state and local laws and District policies that apply to all public

schools unless waived in accordance with the Charter Schools Act and this Contract. Further, the School is a public entity within the meaning of C.R.S. §24-10-106. Therefore, the School is entitled to the protections of the Colorado Governmental Immunity Act, is a local public body within the meaning of C.R.S. §24-6-402(1)(a) and is subject to the Colorado Open Meetings and Open Records Acts.

- A. Compliance with Contract. The School will be bound by and operated in a manner consistent with the terms of this Contract so long as such terms are in accordance with federal, state and local law.
- B. Dissolution. Upon dissolution of the School, assets of the School remaining after paying the School's debts and obligations incurred in connection with activities authorized by this Contract, and not requiring return or transfer to donors or grantors, will become the property of the District or another charter school within the District, as determined by the District. At the time of donation, any property requiring return or transfer to the donor or grantor shall be clearly marked and properly inventoried. Upon dissolution, all such documentation shall be provided to the District.
- C. Governmental Immunity. Nothing in this Contract may be construed as a waiver of individual immunity from liability, in any form, granted by law to a School director, employee, volunteer, agent or representative.

SECTION TWO: DISTRICT-SCHOOL RELATIONSHIP

2.1 District Rights and Responsibilities.

- A. Right to Review. The School shall operate under the auspices of, and shall be accountable to, the District and subject to all applicable local, state and federal laws and District policies, unless specifically waived. All records established and maintained in accordance with the provisions of this Contract, subject to applicable legal exceptions, and to the limitations set forth below, shall be open to inspection and review and made available in a timely manner to District officials. Records include, but are not limited to:
 - i. School records, including but not limited to: student cumulative files, policies, special education and related services;
 - ii. Financial records;
 - iii. Educational program records, including test administration procedures and student protocols;
 - iv. Personnel records, including evidence of requisite criminal background checks;
 - v. School operations records, including health, safety and occupancy requirements;
 - vi. Facility inspection records; and
 - vii. Board minutes, meeting notices, agendas, other records, and communications.

Notwithstanding anything to the contrary herein, the District shall not have access to documents constituting communications with the School's attorney and which are protected by attorney client privilege, or attorney work product doctrine; or documents that would otherwise be executive session

minutes or recordings, or attorney client consultation in executive session or subject to work product exception relating to negotiations with the District.

The District may make announced or unannounced visits to the School to fulfill its oversight responsibilities. Except in emergencies, and when directed by the Superintendent of the District, visits should be pre-arranged in a professional manner to avoid needless disruption of the educational process.

- B. Complaints. The District agrees to notify the School regarding any complaints about the School that the District receives which, if taken as true, allege a violation of law or this Contract. The notification shall be made in a timely manner, generally within three (3) business days of receipt of the complaint by the District, and shall include information about the substance of complaint, together with copies of any written communications or evidence, taking into consideration any complainant's request for anonymity.
- C. School Health or Safety Issues. The District shall immediately notify the School of any circumstances requiring School closure, lockdown, emergency drills or any other action that may affect School health or safety.
- D. Access to Data and Information. The District will timely provide the School with access to any data and information pertaining to the School that it receives from the Department (defined below) or other State sources including but not limited to test scores, Every Student Succeeds Act (ESSA) school improvement status, School Performance Framework ("SPF"), accreditation, special education, and funding information.
- E. Accreditation Data and Process. The District shall provide to the School in a timely manner the data used by the Colorado Department of Education ("Department") to conduct its analysis of the School's performance and the Department's initial recommendation considering the type of performance plan the School should be required to implement. The District shall give due consideration to any appeal made by the School to the plan assignment, provided that the School has submitted valid and reliable data for consideration in accordance with a reasonable deadline established by the District. The District shall present, or permit the School, in the District's name, to present, any request for reconsideration or appeal that has a reasonable likelihood of success to the Department in accordance with CCR 301-1-10.03. The District shall provide to the School in a timely manner the final plan assignment determination that the School shall implement, the final accreditation status assigned to the School and the District's assessment of the progress made by the School toward the goals and objectives set forth in this Contract.
- F. Access to Student Records. The School shall timely make available to the District information regarding special education and related services for students of the School in accordance with this Contract, and additionally, upon request of the District, shall provide cumulative files and other records of a student or students to the extent necessary in order to comply with reporting and/or other requirements imposed by applicable state or federal law. The District shall timely make available to the School cumulative files and/or student information, including but not limited to information regarding special education and related services for students of the School. The School shall use such information exclusively for fulfillment of its educational responsibilities or for compliance with the law and shall not use student

information acquired from the District for any other purpose. The school shall meet all federal, state and district reporting requirements.

- G. Performance Review. In accordance with C.R.S. §22-30.5-110(1)(b) of the Act, the District shall annually provide the School with a review of its performance, which shall include at a minimum the charter school's progress in meeting the objectives identified in the plan the School is required to implement pursuant to C.R.S. §22-11-210 and the results of the School's most recent annual financial audit. The District shall provide the School with written feedback from the annual review.

2.2 School Rights and Responsibilities.

- A. School Governing Board Responsibility. The School's governing board is responsible for the School's financial, organizational and academic viability of the School. The board possesses the independent authority to determine the organization and management of the School, the curriculum and the instructional methods consistent with applicable law.
- B. Records. The School agrees to comply with all laws and District recordkeeping requirements including those pertaining to students, governance, and finance. The School shall be notified in a timely manner following adoption of new or materially modified District policies concerning the maintenance, retention, and disclosure of student records. The obligation herein includes maintaining up-to-date information about enrolled students in the District's student information system. In addition, the School and the District shall ensure that records for students enrolling in the School or other District schools are transferred in a timely manner, but not to exceed fourteen (14) business days following request for the same unless prior approval for a delay is provided by the requesting entity. Financial records shall be posted in accordance with the Financial Transparency Act, C.R.S. §22-44-301 and any other federal and state laws addressing financial transparency and reconciled at least monthly. All records shall be maintained at the School and shall be open to inspection, consistent with law, during reasonable business hours. The School further agrees to assist the District in accessing or reviewing any records as part of its oversight responsibility or to address its compliance requirements. The School shall comply with all District, state and federal reporting requirements. The School shall comply with C.R.S. § 22-32-110(1)(jj) regarding the withholding of student records, diplomas, transcripts, or grades for failure to pay School-assessed fines or fees.
- C. Inter-governmental agreements and cooperative opportunities. The School shall provide reasonable notice to the District before entering into any intergovernmental agreements with other government entities. The School may take part in cooperative purchasing discounts and/or promotions made available to other District schools through the District or by third-party contracting organizations.
- D. Notification Provided to the District.
 - i. Timely Notice. The School shall timely notify the District (and other appropriate authorities) in the following situations:
 - a) The discipline of employees at the School arising from misconduct or behavior that may have resulted in harm to students or others, or that constituted serious violations of law

including an incident of school violence, as that term is defined by C.R.S. § 24-10-106.3;
or

- b) Any complaints filed against the School or its employees, administration, or Board members in their official or individual capacities, or an Education Management Provider in connection with services to the school by any governmental agency including, but not limited to OCR, CCRD, and EEOC.

ii. Immediate Notice. The School shall immediately notify the District of any of the following:

- a) Conditions that may cause it to vary from the terms of this Contract, applicable District requirements, or applicable local, state or federal law;
- b) Any circumstance requiring the unplanned closure of the School, including, but not limited to, a natural disaster, such as an earthquake, storm, flood or other weather related event, other extraordinary emergency, or destruction of or damage to the School facility or facilities;
- c) Any circumstances requiring lockdown or other emergency procedures due to immediate school health or safety concerns including health and safety concerns requiring material changes to the school program and/or operations;
- d) The arrest, dismissal or resignation of any members of the Charter Board, School employees, or EMP employees, for a crime punishable as a felony, any crime related to the misappropriation of funds or theft, or any misdemeanor criminal offenses involving children. Additionally, the School shall follow all reporting regulations as required in C.R.S. §22-30.5-110.7(a) & (b) and other relevant laws;
- e) Misappropriation of funds;
- f) A default on any obligation, which shall include debts for which payments are past due by sixty (60) days or more; or
- g) A failure to maintain its corporate status with the Colorado Secretary of State's Office that is not cured within sixty (60) days of notice of the same or to maintain its corporate status as a 501(c)(3) tax-exempt organization with the U.S. Internal Revenue Service.

C. Compliance. The School shall comply with all applicable local, state and federal laws and District policies applicable to charter schools, except to the extent that the School has obtained waivers in accordance with state law and this Contract. The School shall comply with all applicable federal, state and District accountability requirements including, but not limited to, the READ Act, federal and State testing requirements, the monitoring and documenting of student academic progress and other mandates as may arise during the term of this Contract.

The District reserves the right to conduct audits and require submission of documents or assurances as necessary to monitor and verify compliance.

D. Reports. The School shall provide in a timely manner to the District any reports necessary and reasonably required for the District to meet its oversight and reporting obligations. Required reports include, but are not limited to, those listed below along with projected due dates for the current school year. Timely written notification shall be provided when due dates are changed, or additional reports are to be provided. The District will annually update the list of required reports and due dates and provide this information to the School. Failure to provide reports within ten (10) days after the date due is a material violation of this Contract and the District may take actions outlined in Section 2.2.H.

- i. The following required financial reports in addition to posting financial data on-line in accordance with C.R.S. §22-44-301 *et seq.*, (including budget), shall be provided by the School annually by the specified dates:
 - a) Proposed budget – on or before April 1.
 - b) Projected student FTE – on or before April 1.
 - c) School budget approved by Charter Board – on or before June 1 or within 30 days of an additional appropriation. NOTE: in the event of a mid-year revision to a budget due to a variance from a prior approved budget based on a plus or minus change of 5%, the School must submit a revised budget reflecting the variance within 30 days.
 - d) Monthly detailed financial reports by the 15th of the following month.
 - e) Quarterly financial reports in compliance with C.R.S. § 22-45-102(l)(b), by the 15th of the month following the end of the quarter.
 - e) Annual audit drafts due on or before by October 15.
 - f) Annual audit final copies: on or before November 15.
 - g) End of year trial balance – as requested.
 - h) Year-end financial statements on or before June 15.
- ii. School Calendar. The School shall provide the school calendar on or before April 1.

At a minimum, the School Calendar & Hours of Operation shall include and the School shall actually provide students the minimum number of days and hours of instruction set forth in law.

The School instructional days and hours of operation shall not materially vary from those set forth in the approved Application unless previously approved in writing by the District. For purposes of this Section, “material” is defined as either a change of at least 10%, or a transition to or from a 4-day school week.

Either the School’s failure to provide students the minimum number of days and hours of instruction set forth in law, or the School’s material change to the instructional days and hours without prior District approval in writing shall constitute material violations of the Contract.

- iii. Health and Safety Information. The School shall annually provide safety information including a report of previous year's fire drills and updated emergency plans, emergency contact information, etc. on or before the annually published due date from the District.
 - iv. Bond Documentation. The School shall provide closing documents and bank statements no later than five (5) days after closing.
 - v. Safe School Plan. The School shall comply with the Colorado Safe Schools Act, C.R.S. §22-32-109.1, and complete the required information annually by the end of August. The School shall submit the information to the individual or office designated in advance by the District. The District will be responsible for communicating the information to local responders.
 - vi. Governance Information. The School shall provide the following information annually by the specified dates:
 - a) Charter Board membership (i.e., names/ contact info, terms) – September 15.
 - b) Charter Board member conflict of interest disclosures – September 15.
 - c) Current Bylaws – within ten (10) business days after any material changes.
 - d) Current Articles of Incorporation – within ten (10) business days after any material changes.
 - vii. Insurance certification – The School shall provide a certificate of insurance by June 15 or annually within 5 business days of its renewal date.
 - viii. Academic Reporting – The School shall provide academic reports as required by federal and state law.
- E. Indemnification. To the extent permitted by law, the School and District each agree to indemnify and hold the the other and its respective employees, directors, officers, agents and assigns harmless from all liability, claims and demands of third parties arising on account of personal injury, sickness, disease, death, property loss, or damage or any other losses of any kind whatsoever that are proximately caused by the negligent, grossly negligent or intentional acts of the indemnitor or its respective employees, directors, officers, agents and assigns. The forgoing provision shall not be deemed a relinquishment or waiver of any applicable bar or limitation on liability provided by the Colorado Governmental Immunity Act or other law.
- F. District-School Dispute Resolution Procedures. All disputes arising out of the implementation of this Contract, and not subject to immediate appeal to the State Board of Education (the "State Board"), shall be subject to the dispute resolution process set forth in this Section, unless specifically otherwise provided.
- i. Initiation. Either Party may initiate dispute resolution procedures in accordance with this section if the initiating Party believes that the other Party has violated a provision of this Contract or applicable law provided that dispute resolution shall not supersede the District's authority to initiate Revocation pursuant to Section 11.

- ii. Negotiated Resolution. In the event any dispute arises between the District and the School concerning this Contract, including but not limited to the implementation of or waiver from any District policies or regulations, the disputing Party shall notify the other Party in writing that a dispute exists and shall identify the Section of this Contract that is in dispute and the grounds for the position. Such dispute shall first be submitted to the Superintendent of the District or a designee for review. Thereafter, representatives of the District and the School shall meet and attempt in good faith to negotiate a resolution of the dispute.
 - iii. Third Party. In the event the Parties' representatives are unable to resolve the dispute informally pursuant to the procedure set forth above within sixty (60) days following notice of a dispute, the Parties shall submit the matter to an independent mediator, who shall be agreed upon by the Parties within fifteen (15) calendar days following either Party's written request for mediation (the "Moving Party"). If the Parties are unable to agree upon a mediator within that time, the Moving Party shall obtain a list of five names from the Judicial Arbiter Group, Denver, Colorado, and submit them to the other party, who shall strike one, return the list to the moving party, and so forth, until one name remains. The remaining person shall be selected as the mediator. This striking process shall be completed within ten (10) days after delivery of the list to the Non-Moving Party.
 - iv. Mediated Resolution. The mediation shall be scheduled and concluded within one hundred twenty (120) days of the Moving Party's written request for mediation, with final written findings entered by the mediator and served on both Parties within said 120-day timeframe. The mediator shall also apportion all costs reasonably related to the mediation equally between both Parties. The mediation process shall be closed to the public and all information submitted during mediation shall be confidential to the extent permitted by law. If the dispute is still not resolved at the conclusion of the mediation, the mediator shall make an advisory recommendation to the District Board, which shall in turn decide on the matter and release the mediator's written findings within thirty (30) days of its receipt of the advisory recommendation. The decision of the Board shall be final; provided, however, that the School may appeal to the State Board those matters within the State Board's jurisdiction in accordance with governing law.
- H. School Violations of Law or this Contract. If the School is subject to nonrenewal or revocation for any of the reasons listed in C.R.S. §22-30.5-110(3), any of the other reasons listed in this Contract, is in violation of state or federal law, or otherwise materially breaches the Contract, the District may, but is not required to, impose other remedies prior to initiating revocation procedures in accordance with Section 11. Remedies include, but are not limited to, those listed below. These remedies may be applied individually, in succession, or simultaneously. Prior to taking any of the actions below, the District shall send a notice as provided in subsection i. below.
- i. Plan Submission. The District may require the submission of a plan to remedy the deficiency. Upon the written request of the District, the School shall develop a plan to remedy the failure or deficiency and submit it to the District for review and comment. The plan may be revised at the discretion of the School. The District may require the School to review and revise the plan if it reasonably determines that the plan is not effective in remedying the deficiency. This remedy

may be applied if the School fails (a) to make progress toward achieving its goals and objectives as described in this Contract after a reasonable period of time, (b) to achieve District accreditation requirements, (c) to implement its educational program as described in this Contract after a reasonable period of time, or (d) fails to complete two or more required reports by the established deadlines.

- ii. Seeking Technical Assistance. The District may require the School to seek technical assistance if the School is required to prepare and implement a priority improvement plan or turnaround plan.
- I. District Violations of School Law or this Contract. If the School believes that the District has violated any provision of this Contract or applicable law, the School may initiate dispute resolution procedures in accordance with Section 2.2.G, file an appeal with the State Board, or seek other remedies provided by law.
- J. Emergency Powers. If the District seeks a preliminary order under the Emergency Powers set forth in C.R.S. §22-30.5-701 *et seq.*, it shall follow the procedures set forth therein.

SECTION THREE: SCHOOL GOVERNANCE

3.1 Governance.

The School represents that it is and shall maintain its status as a nonprofit corporation that holds the charter. The School's Articles of Incorporation and Bylaws shall not conflict with the School's obligation to operate in a manner consistent with this Contract and state and federal law. The Articles of Incorporation and Bylaws are attached to this Contract as Attachment 2. The Charter Board will adopt and operate under policies that provide for governance of the operation of the School in a manner consistent with this Contract. The Charter Board shall operate in accordance with these documents. The Bylaws or policies of the School shall require that each member of the Charter Board annually sign a conflict-of-interest disclosure, which shall, at a minimum, meet the requirements set forth in Attachment 3 (Conflict of Interest Form). The School shall follow the requirements of the Colorado Revised Nonprofit Corporations Act in amending its Articles of Incorporation and Bylaws. Any material modification of the Articles of Incorporation or the Bylaws shall be made subject to the District's written approval, which approval shall not be unreasonably withheld, conditioned, or delayed. As used herein, a "material modification" shall mean a modification that deletes or materially reduces any existing voting rights of parents or other constituents; that significantly increases the number or percentages of votes required to take major actions; or that changes the selection method or qualifications of the Charter Board or changes the purpose of the entity.

The School's governing body shall have full authority and responsibility for the School, including ultimate responsibility for school fiscal, legal and contractual compliance matters, consistent with the Charter Schools Act and with applicable provisions of the Nonprofit Act; have and shall meet the duties imposed on such bodies by operation of law; and enjoy all individual immunities from liability provided by law.

3.2 Corporate Purpose.

The purpose of the School as set forth in its Articles of Incorporation shall be limited to the operation of a charter school pursuant to the Colorado Charter Schools Act, C.R.S. §22-30.5-101 *et seq.* and purposes ancillary thereto and in support thereof.

3.3 Transparency.

The School shall make Charter Board-adopted policies, meeting agendas and minutes and related documents readily available for public inspection and shall conduct meetings consistent with principles of transparency, the Colorado Open Meetings Law, C.R.S. §24-6-401 *et seq.* and Open Records Act, C.R.S. §24-72-201 *et seq.* The School shall comply with parts of the Colorado Sunshine Act, C.R.S. §24-6-401 *et seq.* (“Open Meetings Law”) and the Colorado Open Records Act, C.R.S. §24-72-201 *et seq.* (“CORA”), applicable to charter schools and shall adopt and strictly enforce a conflict of interest policy including a policy to avoid conflicts of interest between the School and any education management provider (“EMP”).

3.4 Complaints.

The School shall establish and make known to parents and other constituents, a process for resolving public complaints, including complaints regarding curriculum, which shall include an opportunity for complainants to be heard. The School shall submit to the District for approval its process for resolving public complaints, including complaints regarding curriculum, which must provide an opportunity to be heard and an appeal process similar to that provided in current District policies/regulations and procedures, except that the final administrative appeal shall be heard by the Charter Board, rather than the District Board. Any material changes to the process shall be submitted to the District for approval prior to implementation.

3.5 Contracting for Core Educational Services.

Unless otherwise agreed in writing by the District, which approval shall not be unreasonably withheld, conditioned or delayed, the School shall not have authority to enter into a Contract or subcontract for the management or administration of its core instructional program or services, including special education and related services. This shall not prevent the School from engaging independent contractors to teach selected, specific courses or provide specific services as a portion of the School’s educational program or operations. Subject to the limitations above, the School may negotiate and contract with a school District, the governing body of a State college or university, a school food authority, or any third party for the use, operation and maintenance of a school building and grounds or the provision of any service, activity or undertaking that the School is required to perform in order to carry out the educational program described herein.

3.6 Contracting for Operational and Administrative Services.

Pursuant to relevant law, the School may contract with third party providers for operational and administrative services. The School shall follow applicable laws, as they apply to charter schools, related to procuring and contracting for goods and services and adhere to best practices, including standards related to arms-length negotiations and arrangements and conflicts of interest.

3.8 Conflict of Interest.

Members of the Charter Board or any governing committee established for the School shall comply with District policies and regulations regarding ethics and conflict of interest, unless otherwise waived pursuant to this Contract. If, subject to District approval, the School enters into a contract with an EMP, the School acknowledges and agrees that Charter Board members shall not be employed by such EMP or such EMP’s affiliate and shall not be employed with another charter school that retains the services of such EMP.

SECTION FOUR: OPERATION OF SCHOOL AND WAIVERS

4.1 Operational Powers.

The School shall be fiscally responsible for its own operations, and shall have the authority to independently exercise the following powers (together with such powers as provided for elsewhere in this Contract and as allowed by the Charter Schools Act): contracting for goods and services; preparation of budgets; selection, supervision, evaluation, and determination of compensation for personnel; promotion and termination of personnel; leasing facilities for the School; accepting and expending gifts, donations, or grants of any kind in accordance with such conditions prescribed by the donor as are consistent with law and this Contract; and adoption of policies and Bylaws consistent with the terms of this Contract.

4.2 Evaluations and Trainings.

- A. Lead Administrator Evaluation. The Charter Board shall conduct a performance evaluation of the lead administrator of the School at least annually, in form determined by the Charter Board in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with this Contract.
- B. Employee Evaluations. The lead administrator or his/her designee shall conduct performance evaluations of the School's employees at least annually in accordance with C.R.S. §22-9-106, unless waived, in which case a replacement plan and rationale shall be submitted and approved in accordance with this Contract.
- C. Training. The Charter Board shall adopt a policy for its annual training plan. Further Charter Board members will satisfactorily complete the online charter school governing board training modules recommended by the Department, or comparable training, within a year of: (a) executing this Contract (for those members currently serving on the Board or provide evidence of prior completion) or (b) being seated on the Board (for all future Board members), whichever comes first.

4.3 Transportation and Food Services.

- A. The District and the School acknowledge and agree that transportation will not be provided to students attending the School, except that the School may purchase from the District transportation to extracurricular activities on the same basis as other schools in the District. If the School subsequently determines to provide transportation during the term of this Contract, such services shall be provided in accordance with applicable federal and state law.
- B. The School shall be solely responsible for providing food services, if any, to students attending the School. The School may implement a program to provide free and reduced price meals to qualifying students that attend the School (through utilization of the CDE Family Economic Data Survey, if appropriate) through a qualified School Food Authority ("SFA") or the School may qualify and serve as an SFA in accordance with applicable law.

4.4 Insurance.

The School shall provide at least 60 days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be underwritten by insurers that are legally

authorized in the State of Colorado and that are rated by A.M. Best Company not lower than "A-VII". The School may use the Colorado School Districts Self Insurance Pool. The School shall provide certificates of insurance to the District's Risk Manager by June 1 annually. All of the School's insurance policies shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, sent to the School and the District's Risk Manager. The School shall notify the District's Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

During the term of this Contract, the School shall purchase and maintain insurance protecting the School and Charter Board, employees, and volunteers (if allowable by policy), and District where appropriate as an additional insured or to the extent of its interests, consisting of commercial general liability insurance, errors and omissions liability insurance (school entity liability insurance), auto liability insurance and any property insurance as may be required to appropriately insure property interest commitments as well as statutory workers' compensation insurance coverage at the coverage amounts as may be set by the District from year to year. Minimum coverages for the current school year are listed below:

- Comprehensive general liability - \$2,000,000.
- Officers, directors and employees errors and omissions - \$1,000,000.
- Property insurance - As required by landlord.
- Motor vehicle liability (if appropriate) - \$1,000,000.
- Bonding (if appropriate):
 - Minimum amounts: \$25,000.
 - Maximum amounts: \$100,000.
- Workers' compensation - (as required by Colorado law).

The School shall provide at least 30 days' prior written notice if these coverage limits are changed, and all changes shall be commercially reasonable. Insurance terms and conditions must be reasonably acceptable to the District and underwritten by insurers that are legally authorized in the State and that are rated by A.M. Best Company not lower than "A-VII" unless otherwise approved by the District. Non-rated insurers must be approved by the District. The School shall provide certificates of insurance to the District's Director of Risk Management by June 15 annually for compliance review and approval of said coverages. Identified deficiencies shall be rectified within twenty (20) business days following notification specifying the deficiency. All of the School's insurance policies purchased by the School shall state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, sent to the School and the District's Director of Risk Management, if available under the policy or by endorsement; otherwise, the School shall notify the District within 3 business days of its receipt of notice received in accordance with the terms of such policies. The School shall notify the District's Director of Risk Management within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School.

The School shall have on file at all times a copy of the purchased insurance policies that, at a minimum, meet the requirements as set by the District from year to year, as well as evidence that payment of premiums for such policies

have been timely made. The insurance policies may provide for retentions (self-insurance) or deductibles in amounts as approved by the District. In any event, the School shall, at all times, maintain sufficient restricted cash reserves to cover all retention and/or deductible amounts and shall provide documentation that such reserves have been maintained. The School shall notify the District's Risk Manager within ten (10) days if for any reason there is a lapse in insurance coverage. The School is solely responsible for any deductibles payable under the policies purchased by the School. The District's Director of Risk Management may review and inspect the School premises to assess the adequacy of School provided insurance programs.

Both Parties shall secure policies that are primary and noncontributory to insurance obtained by the other Party and/or any obligation of indemnification under this Contract.

4.5 Waivers.

A. State Laws and Regulations.

- i. Automatic Waivers. Pursuant to C.R.S. §22-30.5-103, Automatic Waivers are those automatically granted upon the establishment of a charter contract. Pursuant to C.R.S. §22-30.5-104(6), the State Board will adopt, by rule, a list of automatic waivers for which the School is *not* required to submit a replacement plan and rationale to the Colorado Department of Education. All such waivers listed on Attachment 4 as Automatic Waivers shall be deemed granted to the School upon execution of this Contract.
- ii. Waiver Requests. Waivers are neither necessary nor appropriate when a statute or rule by express terms does not apply to a charter school, nor when a district power or duty has been fully delegated, as more specifically stated in this Contract, to the School. The School is expected to only seek waivers if a statute or rule applies to the School and the waiver is consistent with the School's operational or educational needs.
- iii. Procedures for Non-Automatic Waiver Requests. The District Board agrees to jointly request waiver of the Non-automatic State laws and regulations that are listed in Attachment 5. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.
- iv. Subsequent Waiver Requests. The School may request additional non-automatic waivers from State law. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. The District agrees to jointly request such a waiver(s) from the State Board, if the District's Board first approves the request. The District Board's approval of requests to waive State law or regulations shall not be unreasonably withheld. To the extent the State Board does not grant the requested waivers or imposes conditions upon the School with respect to such waivers, it is agreed that representatives of the Parties shall meet to negotiate the effect of such State Board action.

B. District Policies.

- i. Automatic Waivers. Certain District policies are not waivable and other policies are deemed automatically waived for the School, and these automatic waivers are set forth on Attachment 6. The District shall keep an updated list of District policies that the School may automatically waive. The School shall be waived from all policies that are on such automatic waiver list at the time of this Contract, and any updates to the list during the term of this Contract. The District shall include on this list and grant any automatic waivers that are necessary or appropriate when a policy by its express terms does not apply to a charter school.
- ii. Additional Waivers. The School shall be granted certain additional waivers from District policies set forth in Attachment 7. Where indicated in non-waived District policies, the term “District” is synonymous (and deemed replaced) with the term “School.” Thus, the School and its staff shall fulfill the responsibilities and/or obligations defined in non-waived policies except policies that by their terms are not applicable to charter schools.
- iii. Subsequent Waiver Requests. The School may request additional waivers after the execution of this Contract. Upon receipt of such request, the District shall have thirty (30) calendar days to review the request and, thereafter, shall present the matter before the District Board at its next regular meeting. The District Board shall, unless otherwise agreed by the Parties, have thirty (30) calendar days to consider the matter prior to rendering a decision at a regular meeting. Waivers of District policies may be granted only to the extent permitted by State law. Waiver of District policies shall not be unreasonably withheld.

4.7 Bidding Requirements.

Unless purchased from or through the District, contractual services and supplies, materials and equipment shall be procured through a system of competitive bidding, as required by School District policy and/or federal and state law, unless a waiver has been obtained.

SECTION FIVE: SCHOOL ENROLLMENT AND DEMOGRAPHICS

5.1 School Grade Levels.

The School may serve students in grades K-8.

5.2 Student Demographics.

As required by the Act, C.R.S. §22-30.5-104(3), School enrollment procedures shall be conducted by the School in a nondiscriminatory manner. For purposes of this Contract, “discriminatory” shall mean discriminatory in violation of District policy, federal, state or local law. It shall not mean implementation of the School’s adopted enrollment priorities set forth in Attachment 8. The School shall implement a recruitment and enrollment plan that ensures that it is open to any child who resides in the District. The School is committed to the goal of enrolling and retaining a student population that will be reasonably representative of the percentage of students that are eligible for free or reduced lunch, English language learners, and special education programs within the District average, taking into account the demographics of other public schools within a reasonable proximity to the School. The Parties acknowledge that the School’s good faith effort to enroll and retain said representative populations, may not, in and of itself, ensure achievement of this goal, and

that as a public school, the School cannot turn away students that meet its enrollment procedures as described in Attachment 8. The School will participate in a district-wide enrollment process that incorporates the School's adopted enrollment priorities.

5.3 Maximum and Minimum Enrollment.

The School and the District agree that during the term of this Contract, the School's total enrollment shall not exceed the capacity of the School's facility and site. The minimum enrollment is determined to be the lowest enrollment necessary for financial viability, as reasonably determined by both Parties.

5.4 Eligibility for Enrollment.

The School shall limit enrollment of students accepted through the process outlined below, including enrollment procedures for students with disabilities, to those who meet the School's age and grade requirements, are not otherwise ineligible to enroll based on criteria in Article 33 of Title 22, or who meet the criteria in C.R.S. §22-33-106(3)(f) in another District school. All enrollment decisions shall be made in accordance with applicable state and federal law and District policies.

5.5 Enrollment Preferences, Selection Method, Timeline and Procedures.

The School's enrollment preferences, selection method, timeline, and procedures are described in Attachment 8, subject to participation in a district-wide enrollment process that incorporates the School's adopted enrollment priorities.

5.6 Admission and Enrollment for Students with Disabilities.

The School shall conduct its admissions and enrollment process consistent with the requirements of District policy JFBA and state and federal law, including, but not limited to, the requirements of the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1401 et seq. ("IDEA"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), and Colorado's Exceptional Children's Educational Act, C.R.S. § 22-20-101 et seq. ("ECEA"). As a participant in the District's centralized enrollment process, the School shall not use a student's disability status or the content of a student's IEP until after the admissions (e.g., lottery) process has been completed. Consistent with District policy JFBA, upon completion of the admissions process, successful applicants will be offered enrollment subject to a determination that the student meets applicable eligibility criteria (e.g., age and course prerequisites), a free appropriate public education is available for the student at the School, and the student is otherwise eligible to enroll consistent with C.R.S. § 22-36-101(3)(a)-e).

5.7 Participation in Other District Programs.

No student may be jointly enrolled in the School and another District school or program without the written permission of the District and the School. Such written permission shall include the way the costs of instruction shall be divided between the School and the District. Payment by the School to the District, if any, pursuant to any such agreement shall be deemed payment for a purchased service under the Act.

5.8 Non-Resident Admissions.

Subject to its enrollment guidelines, the School shall be open to any child who resides within the District and to any child who resides outside the District, subject to compliance with applicable Colorado public schools of choice statutes, District policy (unless otherwise waived) and this Contract. If the School has more applicants than it has space, preference shall be given according to the School's enrollment policy set forth in Attachment 8. The School will

participate in a district-wide enrollment process that incorporates the School's adopted enrollment priorities, including preference to those students who reside within the District. The School shall handle denial of admission in a manner consistent with State law and District policy/regulations. Once accepted for enrollment, a non-District resident student may reenroll for subsequent school years until completing his or her schooling at the School.

5.9 Student Movement After October 1.

After October 1, any movement of students between the School and any District school, including the school serving the student's resident address that is not operated pursuant to a charter school contract, shall be in accordance with the standard District administrative transfer process.

5.10 Discipline, Suspension, Expulsion.

The School agrees that it shall comply with all District policies and regulations concerning student attendance, standards of conduct and discipline unless and until the School adopts its own written policies that are approved by the District. The School's procedures shall provide for an appeal in student discipline cases, except expulsions, to the Charter Board. Where the principal of the School recommends a student for expulsion, the proceedings shall be referred to the District's Charter Schools Administrator for handling through the District's expulsion processes. The District's Board shall have final authority regarding appeals in student expulsion cases. Any general or special education services required by law to be provided to a suspended School student shall be the sole responsibility of the School to provide. Any general or special education and related services required by law to be provided to an expelled School student shall be the responsibility of the District; however, the School shall reimburse the District for any costs of educational services provided during the term of expulsion.

5.11 Continuing Enrollment.

Pursuant to Colorado State law, students who enroll in the School may remain enrolled in the School through the highest grade served by the School, absent expulsion, graduation, court ordered placement, or placement in a different school pursuant to an IEP and the School shall be considered the student's home school for purposes of choice enrollment. Students wishing to transfer from the School to another school in the District may do so only through the District's choice enrollment and transfer policies and regulations.

SECTION SIX: EDUCATIONAL PROGRAM

6.1 Mission and Vision.

The School's mission and vision is set forth in Attachment 9.

The School Board shall operate the School in a manner consistent with the vision and mission statements as approved by the District.

Material revisions to the vision and mission statements shall be considered material changes to the Contract and shall require approval of the District. Such approval shall not be unreasonably withheld, conditioned, or delayed.

6.3 Goals, Objectives, and Pupil Performance Standards.

The goals, objectives and pupil performance standards set forth in the Renewal Application are accepted by the District, as amended by this Contract, and subject to the conditions set forth below:

- A. District Accreditation. The School shall be accredited in accordance with written District guidelines and State law. The School acknowledges that these indicators may change over time and that the District agrees to provide the School with opportunity for input into any proposed changes before they are finalized. The School shall comply with the educational accountability and or accreditation provisions of Colorado law, as amended from time to time, including but not limited to: the Educational Accountability Act of 2009, C.R.S. §22-7-101 *et seq.*; the Education Reform Act, C.R.S. §22-7-401 *et seq.*; the School Accountability Reporting Act, C.R.S. §22-7-601 *et seq.*; Educational Accreditation Act of 1998, C.R.S. §22-11-101 *et seq.*; and the Accreditation Rules of the State Board, including but not limited to tailoring educational programming to meet the individual needs of “exceptional children” as defined in such rules, unless waived.

Pursuant to C.R.S. § 22-30.5-110(3)(b), the School is required to meet or make adequate progress towards meeting the academic standards as defined by the Colorado School Performance Framework, any additional federal requirements, and any additional measures and metrics to which the Parties agree. Additional agreed metrics may be designed to measure achievement of educational program characteristics, as defined in section 6.4. The District will define “adequate progress” in reference to annual state ratings and definitions of satisfactory performance. The term “adequate progress” is as defined herein and that the School will be accountable as such. The District will monitor and evaluate the School’s progress as part of the annual review it conducts pursuant to C.R.S. § 22-30.5- 110(1)(b).

- B. District Finance, Governance, and Operations Standards. The School shall meet or exceed District standards for charter schools in the areas of finance, governance and operations. The current version of the District’s Financial Performance Framework is attached herein as Attachment 13. The School acknowledges that these indicators may change over time and, accordingly, may be updated annually. The District agrees to provide the School with prior notice and an opportunity for input into any proposed material changes before they are finalized. The School and the District agree that the School shall not be required to adopt any changes in District policy under this section during the term of this Contract, unless required to by state or federal law.
- C. Opportunity for Comment. Reasonable progress towards all goals in this Contract shall be evaluated through the Colorado School Performance Framework, any additional federal requirements, and any other agreed-upon measures and metrics. The School will be given an opportunity for input and comment before the District finalizes its assessment of the School’s achievement on the objectives listed above.
- D. Student Welfare and Safety. The School shall comply, except as waived, with all District approved policies and regulations, and comply with all applicable federal and state laws, concerning student welfare, safety and health, including, without limitation, District policies and laws addressing the reporting of child abuse, accident prevention and disaster response, and any State regulations governing the operation of school facilities.

6.4 Educational Program Characteristics.

The School shall implement and maintain the characteristics of its educational program set forth in the Renewal Application, subject to modification with the District’s written approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

6.5 GED and On-Line Programs.

The School's educational program, as described in the Renewal Application and currently operated and as reviewed by the District, does not include an on-line program pursuant to C.R.S. §22-30.7-101 et seq., or a GED program. The School is accordingly prohibited from offering such online or GED programs, except as may be required to be in compliance with a national, state, or local health order. This section shall not prohibit remote education, if any, provided by the School with District approval as a temporary expedient in response to: a declared emergency, in the event the School facility is temporarily unusable, or to provide learning access to a student who is temporarily unable to attend school.

6.6 Curriculum, Instructional Program and Pupil Performance Standards.

- A. The School shall have the authority and responsibility for designing and implementing its educational program, subject to the conditions of this Contract. The educational program, pupil performance standards and curriculum designed and implemented by the School, shall meet or exceed the Colorado Academic Standards, shall be designed to enable each pupil to achieve such standards, and shall be consistent with the School's vision and mission.
- B. With respect to each subject area not tested under the State's standardized testing program for which the District has developed embedded assessments designed to measure achievement of standards, the School shall notify the Charter School Administrator in writing prior to July 1 of the fiscal year following the fiscal year in which such embedded assessments were developed as to whether it will use the District's embedded assessments or whether it will use its own embedded assessments. If the School intends to use its own embedded assessments, it shall submit its proposed assessment program for review with its written notice to the Charter School Administrator and may only implement and use its assessment program if approved, in writing, by the District. The School shall adhere to all District timelines for developing and administering assessments, if applicable, and may, upon written approval from the District, develop and implement a subsequent alternative assessment to a District embedded assessment.

6.7 Graduation Requirements.

If applicable, the School shall develop and submit to the District for approval a policy setting forth graduation requirements that align with State graduation guidelines.

6.8 Tuition and Fees.

- A. Tuition. The School shall not charge tuition, except as otherwise provided in C.R.S. §22-20-109(5), § 22-32-115(1) and (2) and § 22-54-109, or as otherwise permitted by law.
- B. Fees. Student fees may be charged by the School so long as in accordance with applicable Colorado law, including but not limited to, the provisions of C.R.S. §22-32-110(1)(o) & (p) and § 22-32-117.
- C. Indigent Students. The School shall waive all fees for indigent students in accordance with applicable federal and state law. On all fee lists and schedules, the School shall include notification of the policy of waiver of fees for indigent students. The School shall survey its student population for eligibility for free and reduced lunches under federal guidelines in accordance with State Board regulations.

6.9 Academically Exceptional Students and English Language Learners

- A. General. The School shall identify academically low-achieving, at-risk students, gifted and talented, and other “exceptional children” as defined in regulations adopted by the State Board, and shall provide its educational program to these students in a manner that appropriately serves their needs in accordance with applicable law, as set forth in the Renewal Application and this Contract.
- B. English Language Learners. The School shall provide resources and support to English language learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional program. The School shall follow the District’s procedures for identifying, assessing and serving English language learners and exiting them from the program. The School shall follow the District’s procedures for identifying, assessing, monitoring, and exiting LEP children.
- C. Gifted and Talented. The School shall identify and provide resources and support to gifted and talented students to enable them to meet their particular academic and emotional needs with a focus on literacy, mathematics, leadership, and creativity. Unless waived under this Contract, the School shall follow state regulations and the District’s requirements for identifying, assessing and serving gifted and talented students.

6.10 Education of Students with Disabilities.

- A. Individuals with Disabilities Education Act (“IDEA”) -Eligible Students with Disabilities.
 - i. **Compliance Requirements.** The School agrees to comply with all District policies/regulations and the requirements of federal and state law concerning the education of IDEA-eligible students with disabilities. The School will provide a Free and Appropriate Public Education (FAPE), including special education and related services to eligible students at the School at a level consistent with other schools in the District serving the same grade levels. Special education programs and services shall be available to each student as part of the regular school day in accordance with the least restrictive environment mandate of federal and state law. Except to the extent otherwise explicit in this Contract, the School shall solely be responsible for the costs of providing all IDEA and ECEA required services, including those specialized instructional and related services required pursuant to a student’s IEP, the services described in 6.10.a.vi below, and those services that are typically provided by regular education teachers through the normal educational program, including without limitation, the cost of the regular education teacher and typical educational supplies and services generally made available to all students.

The District or the School may identify changes to the educational program of the School that are reasonably necessary to comply with applicable law for educating students with disabilities. After good faith discussion of these changes with the School, the District shall have the right to require changes necessary to comply with law. If the School and the District disagree as to the correct interpretation or application of a statute or regulation concerning the education of students with disabilities, the District’s position shall control. The District may suggest any other changes that may be beneficial for students with disabilities.

- iii. **Monitoring.** The school shall cooperate with the District in submitting all necessary reports and information and in meeting other administrative requirements of the District under state and federal laws applicable to the education of students with disabilities. The District Compliance Director or designee may monitor the School's compliance and direct such changes as necessary to comply with law or state or District policies concerning the School's referral processes, evaluations, reevaluations, eligibility determinations, placement decisions, and development and implementation of IEPs for students with disabilities.
- iv. **IEP Meetings.** The School shall provide for the attendance of any School employees who should be present at any meetings at which IEPs are developed or modified.
- vi. **IEPs.** The School shall use District special education forms and procedures and shall document compliance with the requirements of federal and state law. The School's personnel shall be responsible for, without limitation, developing student IEPs; identifying and referring students as provided by the child find requirements of state and federal law and District guidelines for assessment of special education needs and determination of eligibility for special education services, including funding Independent Educational Evaluations (IEEs); maintaining records as required by state and federal law; providing related services, supplementary aids and services, assistive technology, and supplies, materials, and equipment necessary to meet students' special education and related service needs; providing tiered pre-referral interventions to the extent required by law or District policy; obtaining informed parental consent for initial evaluations, re-evaluations, and the initial provision of services; providing parents with procedural safeguards notices and prior written notices; providing extended school year (ESY) services; conducting manifestation determination reviews, providing alternative educational services, and otherwise complying with the disciplinary procedures outlined in the IDEA; and properly carrying out the applicable requirements of each IEP. Special education services provided by the School shall be delivered by teachers, related service providers, and paraprofessionals who are properly licensed, endorsed and trained pursuant to the applicable requirements of federal and state law.
- v. **Professional Development.** The School's special education teachers and related service providers shall attend mandatory professional development and induction programs provided by the District. The School's special education teachers and related service providers may participate in non-mandatory professional development and induction programs. However, to the extent there are outside costs associated with non-mandatory professional development, the School shall reimburse the district for these costs.
- viii. **Licensure requirements.** Upon request by the District, the School will provide all necessary documentation to demonstrate the licensure status of School personnel providing special education or related services and of independent contractors providing special education or related services, as well as the training received by said personnel and the steps taken by the School to comply with the requirements of state and federal law. To the extent that it has changes in its personnel, independent contractors, or training for staff, the School shall promptly provide updated documentation to the District.

- ix. **Personnel.** The School is responsible for hiring or contracting all staff, including sufficient numbers of special education teachers, related service providers, and special education paraprofessionals. The District agrees to provide reasonable assistance when practicable to the School in recruiting qualified special education staff upon request.
- x. **Budgetary Allocation.** By March 1st of each calendar year, the School shall report to the District its anticipated budgetary allocation and hiring plan for all special education teachers and related service providers who will be employed for the following year. No later than the first day of the opening of school, all special education teachers and related service providers must be hired, appropriately qualified, and available to serve the identified needs of its students.
- xi. **Software.** The School shall have access to and utilize District's special education/IEP software, at such cost as provided for under this Contract.
- xii. **District Administrative Support.** District support shall be provided to the School pursuant to the terms of this Contract, as defined in Attachment 10, which is updated annually. The District's Executive Director of Special Education or designee shall maintain the same administrative responsibilities and authority in the School as in all other District special education programs and services to ensure compliance with state and federal law. Special education administrative support services provided by the District for the benefit of the School include: preparation of annual financial and operational plans to CDE required by the District's status as special education administrative unit for the School; attendance by a District Special Education Director or designee, as deemed appropriate by the District's Executive Director of Special Education, at IEP meetings for the School's students; preparation of documentation required by the state and federal governments for receipt of ECEA and IDEA funding; assistance to the School in completing the annual December 1 count of students with disabilities; data entry of special education data into the student data management system; review and monitoring of the School's special education records; access at no cost to District assessment instruments; preparation of all of the special education staff data required by CDE; and routine consultation with the District's designated representative and other appropriate specialists.
- xiii. **Excess Costs.** Except to the extent the District has expressly assumed liability under this Contract for such costs, the School shall not charge or attempt to charge the District for excess costs, tuition, or any portion whatsoever of the costs incurred by the School in educating any student with disabilities whether pursuant to C.R.S. § 22-20-109(5) or any other statute, except that the School shall be entitled to receive such per pupil and categorical special education funds as is otherwise provided for in this Contract. To the extent the School seeks to obtain payment of any such costs from any other school district, the School shall be solely responsible for identifying and recovering such costs in accordance with C.R.S. § 22-20-109(5).

B. Non-IDEA-Eligible Students with Disabilities.

As a recipient of federal funds, the School is responsible for complying with the provisions of Section 504 of the Rehabilitation Act of 1973 as to students with disabilities who qualify for the protections thereunder. The School agrees

to follow District policy in identifying students who are Section 504-eligible and providing them with related aids, services, and accommodations, in accordance with their 504 plans.

C. Adjustment and Defense of FAPE Claims.

The Parties acknowledge that applicable law may be construed to charge the District with ultimate responsibility to ensure that students enrolled in the School are not discriminated against on the basis of disability and do receive a FAPE. Accordingly, the District shall at all times have the right to hire counsel and direct the defense of litigation, including the right to compromise, adjust, or otherwise resolve any complaint, claim, or civil action in which it is alleged that the School has failed to provide any student with a FAPE or has otherwise discriminated against any student on the basis of disability. Inasmuch as the District controls the defense and settlement of claims it shall at all times bear a duty of good faith representation to the School. To the extent decisions, actions or inactions of the School are the proximate cause of a claim, the School shall be responsible for paying the reasonable cost of defending any and all such charges, complaints or investigations concerning compliance with the IDEA, ADA, Section 504, and/or Colorado Anti-Discrimination Act (CADA). This includes, but is not limited to, due process claims and complaints involving the Office for Civil Rights (OCR), the Colorado Department of Education (CDE), the Colorado Civil Rights Division (CCRD). The School and District each agree to indemnify and hold the other, its board members, employees, and agents, harmless from any and all liability, claims, and demands arising from or relating to the education of students with disabilities where such obligation results directly from the indemnitor's actions, inactions or decisions. Where actions, inactions or decisions of both Parties are implicated in causing liability, the Parties shall agree on the proper allocation of responsibility, provided that in the absence of agreement responsibility shall be equally shared.

6.11 Extracurricular and Interscholastic Activities.

Subject to the provisions of C.R.S. §22-32-116.5 and this Contract, a student at the School who meets the prerequisites for participation may try out for extracurricular and interscholastic activities not offered at the School. The School or parents shall be responsible to make appropriate arrangements consistent with State law with the District schools for School student seeking to participate in activities not otherwise sponsored by the School. The student may try out at the school in the District designated by the District in accordance with the law and applicable Colorado High School Activities Association "CHSAA" rules. The School and the student shall comply with all applicable rules of CHSAA, the District and the school of participation; all eligibility requirements; and all responsibilities and standards of conduct, including related classroom and practice requirements. Where such participation requires payment of a fee, the student or the School shall be responsible for payment of the fee.

The District is not required to provide transportation of the School's students to other schools in the District to enable them to participate in extracurricular and athletic practices, rehearsals, and meetings, or to otherwise expand transportation provided for such activities and events. The School and/or parents of students enrolled in the School shall be responsible for transportation for such activities for all students of the School, including students with disabilities, as necessary for such participation. In the event the District provides transportation for an extracurricular group or athletic team to participate in a competition, students of the School shall be provided District transportation from the same departure and return points as provided to the other District student participants in the activity. Nothing herein shall be construed to require modification by either Party of any calendar or schedules for extracurricular programs.

6.13 Expansion and Replication.

The School acknowledges and agrees that its charter is for the operation of a single charter school serving grades K-8. If the School desires to add grade levels, establish one or more additional locations to serve its

existing school, or establish one or more additional schools in the District, the School may apply for expansion or replication in accordance with the procedures set forth in the Jeffco Charter School Procedure Manual.

SECTION SEVEN: FINANCIAL MATTERS

7.1 Revenues.

A. Funding.

- i. District per pupil revenues (“PPR”) shall be defined as set forth in C.R.S. §22-30.5-112(2)(a.5). In each fiscal year during the term of this Contract, the District shall provide 100 percent of PPR to the School, plus any applicable capital construction revenue payments pursuant to C.R.S. §22-54-124, minus the following: (a) the actual amount of the School’s per pupil share of the indirect and direct central administrative overhead costs of the District (up to five percent of PPR), as provided by law, (b) the cost of special education services set forth set forth below, (c) deductions for purchased services or as otherwise agreed to in writing by both Parties, and (d) other deductions as provided herein and adjusted as provided herein. Any subsequent Department audits of District pupil counts and per pupil revenue that impact the funding received by the School shall be reflected as an adjustment to subsequent payment from the District to the School.

The District, upon request of the School, shall allow the School to contest any adverse count audit in the name of the District through the administrative appeals process. The District may make financial adjustments effective as of the date of any final audit report, notwithstanding an administrative appeal.

The District shall provide to the School an itemized accounting on the calculation of all of its central administrative costs within 90 days after the end of the fiscal year as required by law, under C.R.S. §22-30.5-112(2)(a.4)(I). The actual central administrative overhead costs shall be the amount charged to the School. Any difference between the amount initially charged to the School or withheld by the District, and the actual cost of such overhead administrative costs shall be reconciled and paid to the owed Party.

- ii. The School shall receive a proportionate share of funding provided under the Exceptional Children’s Education Act, C.R.S. §§ 22-20-101 *et seq.* (“ECEA”), calculated in accordance with the following formula:

$$\frac{\text{Total District ECEA Revenue}}{\text{Total \# of Identified Students in the District}} \times \text{\# of Identified Students at The School}$$

Such funding shall be provided upon receipt by the District for this fiscal year and each subsequent year this Contract is in effect. For each school year of this Contract the District shall retain certain funds per funded FTE pupil at the School from the revenues provided under paragraph 7.1.(A)(i) above as determined by the District from year-to-year. The District shall also retain, as consideration for its assumption of responsibilities, the funding it receives under

the Individuals with Disabilities Education Act, 20 U.S.C. §§ 1400 *et seq.* (“IDEA”) attributable to identified students with disabilities enrolled in the School. For the years this Contract is in effect, this amount withheld for District-wide special education oversight, support and access to District-wide programs shall be determined annually as provided in Attachment 10. In accordance with Section 112(3)(c) of the Act, within ninety (90) days after the end of each fiscal year, the District shall provide the School an itemized accounting of all the actual special education costs that the District incurred for the applicable fiscal year and the basis of any per pupil charges for special education that the District imposed for such fiscal year. The School will provide the District with evidence that special education service providers meet educational and certification or licensing requirements of State law, documentation of the nature and duration of services provided for each student with disabilities by such service providers, and other information required to complete applications for federal and state funds for students with disabilities.

iii. For each school year of this Contract the District will withhold from funding provided to the School under paragraph 7.1(A)(i) above certain funds per funded FTE pupil at the School from the revenues provided under paragraph 7.1(A)(i) above for District-wide Limited English Language Proficiency (ELP) services as determined by the District from year-to-year. For the school years this Contract is in effect, the amount withheld for District-wide ELP services will be determined annually. It is the intent of the District that the School receive a proportionate share of funding provided by the federal and state governments for gifted and talented students and other federal and state grant sources, to the extent that the School complies with the conditions and requirements of such grants, applicable law and reporting requirements under such grants. A proportionate share of moneys generated under other federal or state categorical aid programs shall be directed to the School for each of the School’s students eligible for such aid. Prior to receipt of such funds, the School shall provide the District with acceptable assurances that it will comply with various federal statutes, which assurances are required of recipients of federal funds for categorical aid. The School shall provide the District with data necessary to complete claims for such funds.

B. Funding Calculation. The funding of that portion of the PPR paid by the District to the School shall be established based on the official student enrollment count for students enrolled in the School for each year as approved and/or accepted by the State Auditor reduced by an appropriate proportionate reduction in state equalization support as a result of legislative action. This amount shall not be increased or decreased due to any change in monthly enrollment during the year. In the event the District should, for any reason, lose the state funding allocated to any student who has withdrawn from the School, said funding shall be deducted from subsequent payments to the School.

C. Requirement for School to Be in Session. In the event the School is not operating with students in attendance by October 1 of each fiscal year, payments to the School shall cease until such time as the School is officially in session with students in attendance. If the School fails to open during any school year, those funds paid to the School prior to October 1 shall be refunded by the School to the District. The term “enrolled” as used in this provision shall be deemed to mean enrolled as of the official counting dates or periods and in accordance with the School Finance Act of 1994, found at C.R.S. §§ 22-54-101 *et seq.* and the State Department of Education regulations. If the State Auditor disallows

counting of some of the School's students, then its funding for the following school year will be reduced by the same amount.

D. Bond and Mill Levy Funds.

i. Bond Issues. Pursuant to C.R.S. §22-30.5-404, the District shall allow for representation by charter schools on the District's long-range planning committee and any committee established by the District to assess and prioritize the District's capital construction needs and shall notify charter schools of the committee's meeting schedule. School and other District charter schools shall cooperate in determining the person or persons who will represent the interests of charter schools on the committee. In the event that the District hereafter considers an election issue for bonded indebtedness, the District shall invite each School to participate in discussions regarding the possible submission of such a question at the earliest possible time but no later than June 1 of the applicable election year. The School may ask the District to include the capital construction needs of the School in such question, and if it determines not to include the same the School may request the District to separately submit a question for the voters that includes capital construction needs of the School in accordance with current C.R.S. §22-30.5-404 and 405.

ii. Mill Levy. Pursuant to C.R.S. §22-30.5-118 and C.R.S. §22-30.5-119, if the District has a planning committee regarding a potential mill levy ballot question for the electorate, the District must allow the charter schools authorized by the District to have at least one representative on the District's planning committee. The District must notify the charter schools of the planning committee's meeting schedule. The charter schools of the District shall cooperate in determining the representative(s). The District shall invite each charter school in the District to participate in any discussions about submitting a ballot question to authorize additional local revenues (such as a mill levy) at least by June 1 of the election year. The District shall pay to the School its proportionate share of additional mill levy revenue for which it is eligible in accordance with applicable law, District policy, and ballot language. The School shall use such funds in accordance with applicable law, District policy, and ballot language. Funds shall be made available to the School at the beginning of each quarter starting July 1 for schools that use district financial services and in March once funds are received for schools that do not use district financial services. If the School receives additional mill levy revenue, the School shall budget for and record expenditures of such revenue in a manner so that compliance with district guidelines and/or ballot language is easily identifiable in financial reports.

E. Federal Categorical Aid. Each year the District shall allocate to the School the School's proportionate share of applicable federal funding received by the District for which the School is eligible. Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Department as required. District shall provide School in writing with its formulas and calculations for determination of eligibility and amounts to be received by the School, for each applicable category of title funding. Funds shall be distributed on a documented expenditure reimbursement basis on a monthly interval as long as the School provides the District with the required documentation.

- F. State Categorical Aid. On or before January 15 of each year, the District shall allocate or provide services to the School equal to the School's proportionate share of applicable State categorical aid received by the District for which the School is eligible (including but not limited to, At-Risk, English Language Proficiency, Gifted and Talented, Amendment 23 capital construction funds or transportation funding). Schools are eligible for such funds upon approval of their plans for such funds either by the District or the Colorado Department of Education, as required, or evidence of students enrolled in the School that are eligible for such funds.
- G. Other Grants. The School will receive their equitable share of the money the District receives through relevant State and federal grants.

7.2 Disbursement of Per Pupil Revenue.

- A. Disbursement of District Per Pupil Revenue Funding. Commencing on July 1 of each fiscal year of the Contract term, District per pupil revenue funding as described in Section 7.1.A shall be disbursed to the School in quarterly installments at the beginning of each quarter on July 1, October 1, January 1 and March 1, subject, however, to annual appropriation and the District's receipt of the funding. The funding for the first and second quarters, July through December, shall be based on the School's enrollment projections submitted in accordance with Section 7.4 for schools holding their funds in the District and shall be based on student enrollment as reported through the District's student information systems for schools moving their funds outside of the district.
- B. Adjustment to Funding. The District's disbursement of funds shall be adjusted as follows: In December or January funding will be adjusted factoring in the final October one day count and adjusted per pupil funding as determined by the Colorado Department of Education. This adjustment will be posted back to each respective quarter that has passed, and the payments made by the District to the School under Subsection A above for the remainder of the fiscal year shall be adjusted accordingly, to fully allocate such overall adjustment for the year. If the School submits enrollment projections that vary from actual enrollment by 5% or greater, the District may adjust funding based on student counts reported in the Student Information System any time prior to the final October one day count. In addition, to the extent that the District experiences any reduction or increase in State equalization support, one day count audits or other action, proportionate reductions or increases shall be made to the School's funding. All adjustments to funding will be made by the end of the fiscal year.
- C. Supplemental Allocations. The School shall not be entitled to any supplemental budget allocations from the District regardless of any unanticipated expenditures or debts.
- D. Legislative Rescission. To the extent the District experiences any reduction in state equalization support by a legislative rescission or other action, proportionate reductions or additions will be made to the School's funding by adjustment or set-off by the end of the fiscal year.

7.3 Budget.

On or before June 1 of each year, the School shall submit to the District its Charter Board approved balanced budget for the following school year for District review for statutory compliance and compliance with the terms and conditions of this Contract. Any projected changes in enrollment and adjustments in the amounts withheld by the District for special

education oversight, support and access to District-wide programs and for District-wide ELP services necessitated by changes in revenue and/or expenses shall be provided by the District no later than April 1 of each year. The budget shall be prepared in accordance with C.R.S. §22-30.5-111.7(1)(a) and §22-30.5-112(7) and the State-mandated chart of accounts. The budget as approved by the Charter Board and any subsequent approved revisions shall be submitted to the District along with the Charter Board resolution approving the budget or budget revision. NOTE: in the event of a mid-year revision to a budget due to a variance from a prior approved budget based on a plus or minus change of 5%, the School must submit a revised budget reflecting the variance within 30 days.

Proposed budgets that spend down reserves shall include a narrative addressing 1) why reserves are being spent 2) the duration of the reduction and 3) the date when the School will return to a balanced budget.

A material violation of this Section may result in District remedial intervention including, but not limited to, remedies described in C.R.S. § 22-30.5-112(8) (withholding payments).

7.4 Enrollment Projections.

The School shall provide the District with its latest and best estimates of its anticipated enrollment for the next school year by April 1, along with any discussion or plans under consideration for any increase or decrease of enrollment greater than five percent (5%) of the official membership for the current school year. The Parties agree that the purpose of this Section is to provide information to allow the District to prepare its future budgets, and that any information provided under this Section shall not be used by the District for the purpose of funding pursuant to Section 7.2 above or for restricting the School's enrollment or otherwise inhibiting the growth of the School.

7.5 TABOR Reserve.

The School's ending fund balance for each fiscal year of the term shall comply with the emergency reserve requirements of Article X, Section 20 of the Colorado Constitution ("TABOR Reserve"). The School will maintain a TABOR Reserve balance and ensure that balances are appropriate, in keeping with Colorado Constitutional requirements and consistent with state law and District policies. If the School has an unplanned emergency that could result in borrowing or spending down the TABOR Reserve, the District Chief Financial Officer should be notified to discuss the financial issue, forecast and revised business plan.

7.6 Contracting.

The School shall not extend the faith and credit of the District to any third person or entity. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the District, and the School's authority to contract is limited by the same provisions of law that apply to the District. Unless otherwise agreed in writing by the District, each contract or legal relationship entered into by the School shall include the following provisions:

- A. The contractor acknowledges that the School is not an agent of the District, and accordingly contractor expressly releases the District from any and all liability under this agreement.
- B. If such agreement extends over more than one fiscal year, the financial obligations of the School arising out of the agreement are subject to annual appropriation by the Charter Board, unless reserves have been irrevocably pledged to pay future year's obligations under such agreement.

7.7 Annual Audit and Trial Balance.

The School shall undergo an independent financial audit conducted in accordance with governmental accounting standards performed by a certified public accountant each fiscal year. The School shall provide information required for the annual audits in accordance with the District's closing schedule and reporting deadlines, and adequate documentation to support financial information required for the audits, in a format prescribed by the auditor. A draft of the results of the audit shall be provided to the District in written form by October 15 of each year. The School shall pay for the audit. The final audit shall be provided to the District on or before November 15. If, for causes within the School's control, the audit is not provided to the District by October 15 and November 15 of each year as outlined above, it shall be considered a material breach of this Contract, and the School shall have five (5) business days, or such other time as the Parties may agree, to cure such breach. If the failure to provide the audit to the District by November 15th is due to causes beyond the School's control, the School shall nevertheless use its best efforts to provide the audit to the District at the earliest possible time. The School shall comply with all deadlines as set by CDE and the District. Any requests for extensions must be approved by the District.

7.8 Quarterly Reporting.

The School shall prepare quarterly financial reports for the District in compliance with C.R.S. §22-45-102(1)(b), and post required reports online pursuant to C.R.S. §22-44-301 *et seq.* Such reports shall be submitted to the District upon request or within 30 days after the end of the fiscal quarter. Year-end reports shall also be submitted on or before June 15.

7.9 Non-Commingling.

Assets, funds, liabilities and financial records of the School shall be kept separate from assets, funds, liabilities, and financial records of any other person, entity, or organization, including any education management provider whose services the School retains and from any other charter schools, not operating under this Charter Contract, regardless of whether such school(s) retain the services of the same education management provider.

7.10 Loans.

No loans may be made by the School to any person or entity other than reasonable employee advances or to other related or controlled entity, without District approval, which approval shall not be unreasonably withheld, conditioned, or delayed.

7.11 District Loans.

Schools may not borrow funds from the District without written approval from the District Board.

7.12 Outside Bank Accounts

The School shall use the District's accounting system and shall not have bank accounts outside of the District. Should the School plan to exit the District's financial support services or should the District choose to no longer offer accounting services, the District will work with the School to reach a mutually acceptable transition plan for the next fiscal year.

SECTION EIGHT: PERSONNEL

8.1 Employee Status

All employees hired by the School shall be employees of the School and not the District. All employee hiring, discipline and termination decisions shall be made by the School. The District shall have no obligation to employ School employees who are released or leave the School. However, nothing in this provision shall be construed in a way that infringes a District teacher's employee options pursuant to C.R.S. § 22- 30.5-111(1).

- A. Background/Fingerprinting. The School shall establish and implement procedures for conducting background checks (including a check for criminal records) of all employees to the extent required by applicable state and federal laws, rules and regulations, including but not limited to C.R.S. §22-30.5-110.5 and §22-30.5-110.7. This includes ensuring that all independent contractors and companies that place employees in the School complete the requisite background checks. The School may contract with the District for background checks and fingerprinting services.

8.2 Employee Policies

The School shall adopt and implement personnel policies in accordance with state and federal law to address, among other topics, hiring and termination of personnel, terms of employment, civil rights, and compensation. Terms of the employment relationship shall be described in the School's Employee Handbook.

The School shall be responsible for making all employee discipline decisions.

The School may amend or revise its Employee Handbook at its discretion. The School is encouraged to provide a current version of its Employee Handbook to the District within 10 days of Charter Board approval.

8.3 Employee Qualifications

The School shall employ or otherwise utilize in instructional positions only those individuals who are qualified to serve in charter schools in accordance with applicable federal and state law. Paraprofessionals employed by the School shall meet all credentialing requirements applicable to charter schools imposed by applicable federal and state law.

8.4 Affordable Care Act Covenants and Representations

The School shall comply with the Patient Protection and Affordable Care Act ("PPACA") and its related regulations, as applicable. To the extent permitted by law, the School shall indemnify and hold the District and its board members, employees, and agents harmless from and against all damages, losses, and expenses arising out of or resulting from the School's failure to comply with PPACA and its related regulations. The School's indemnification obligation hereunder shall survive the termination of this Contract. If applicable, the School will sign the Cafeteria Plan Notice and Approval Form attached hereto as Attachment 11.

8.5 PERA Membership.

All the School employees shall be members of the Public Employees Retirement Association ("PERA") and subject to its requirements. The School shall be responsible for the cost of the employer's respective share of any required contributions.

8.6 Equal Opportunity Employer.

No individual shall be discriminated against in term, conditions or privileges or employment, excluded from participation in a program or activity, denied benefits, or otherwise discriminated against on the grounds of the individual's disability, race, creed, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, marital status, religion, ancestry, age, genetic information, need for special education services, or any other applicable status protected by federal, state, or local law ("protected status"). This statement is made in accordance with the provisions of and amendments to the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act of 1967, and the Rehabilitation Act of 1973.

8.7 Employee Welfare and Safety.

The School shall comply with all District policies/regulations unless otherwise waived, and all applicable federal, state and local laws, concerning employee welfare, safety and health issues, including but not limited to the requirements of federal law for a drug-free workplace and statutorily required training concerning the Child Protection Act of 1987, C.R.S. §§ 19-3-301 *et seq.*

8.8 Employee Records.

The School shall be responsible for establishing and maintaining personnel records for its employees in compliance with all applicable District policies/regulations unless otherwise waived from the same, and applicable federal and state laws, concerning the maintenance, retention and disclosure of employee records, including but not limited to the requirements of the Colorado Open Records Act, §§ 24-72-201 *et seq.* The School shall provide to the District the employee identification data necessary for State reporting.

8.9 Employee Conflicts of Interest.

All School employees shall comply with the District's policies and regulations, and applicable federal and state law, concerning staff conflicts of interest unless otherwise waived pursuant to this Contract.

SECTION NINE: SERVICE CONTRACT WITH THE DISTRICT

9.1 District Services. The School and the District agree to negotiate payment to the District of the School's share of the direct costs incurred by the District for charter schools pursuant to C.R.S. § 22-30.5-112(2)(b.5). Such negotiations shall be concluded by June 15 of the year preceding that to which the costs apply. Such costs shall be reflected in a separate written agreement. If the School and the District do not reach an agreement regarding the payment of direct costs prior to the end of a fiscal year, the District may withhold an amount equal to the total amount of direct costs incurred in the prior year until such an agreement is reached. The District shall provide an itemized accounting to the School for the direct costs incurred by the District hereunder. Except as is set forth in Attachment 10, ("Purchase of Special Education Services") and any subsequent written agreement between the School and the District, or as may be required by law, the School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services. Agreements by the District to provide services or support to the School shall be negotiated annually and subject to all terms and conditions of this Contract, except as may otherwise be agreed in

writing. Such agreements shall be finalized June 15 of the fiscal year preceding that to which the purchased services apply, unless otherwise agreed to by both Parties.

9.2 Purchased Services.

- A. The School shall be responsible for all costs associated with its school operations, including the cost of contracting for goods and services.
- B. For each fiscal year of this Contract, the Parties mutually agree that the following services shall be provided to the School by the District at a cost as set forth in the Purchased Service Contract, which Contract is incorporated herein by this reference, from year to year for each funded FTE pupil enrolled at the School: payroll, accounting, purchasing, accounts payable (but not accounts receivable), cash management and tax anticipation note interest expense, compensation and records, benefits enrollment and processing (where employee benefits are purchased from the District) and related costs for integration with the State, student data services, District Communications Department services, connection of phones and District workstations, District-wide mandated assessments, and the ability of the School staff to participate in District staff development activities and programs on the same basis as staff employed by the District (where a fee is required for District staff, such fee shall be paid by the School). The percent of PPR charged by the District to cover the cost of the foregoing services shall be redetermined annually and incorporated in this Contract as Attachment 10. Should the School elect to use an accounting and/or payroll service other than the through the District, the actual cost for services excluding the aforementioned services may be charged, and may not include any discounts as may be available to schools who choose to use all the District services including accounting and payroll. Notwithstanding the foregoing, the above inclusions may be amended at the sole discretion of the District at the end of a fiscal year (with a corresponding change in the fee charged for such inclusions) as long as the District gives the Charter 90 days notice prior to the change.
- C. The School may purchase from the District the services and materials specified in Attachment 10 at the costs specified therein. Costs and available services and materials shall be determined each subsequent year this Contract is in effect and the items elected for purchase by the School shall annually and incorporated in this Contract as Attachment 10. Annually, when adopting its budgets, the School will commit to purchasing the services it selects from the District for the entire budget year.

9.3 Cost Adjustment

- A. Costs shall be adjusted annually by the District based upon its then-current budget and reconciled to actual costs within 90 days after the end of each fiscal year as required by C.R.S. §22-30.5-112(2)(a.4)(II), and any difference between the amount initially charged to the School and the actual cost shall be paid to the owed Party.
- B. If the School does not purchase optional services, it shall be responsible for performing those activities or services itself, in the manner required by law for other schools in the District, unless otherwise waived in writing by the District.

- G. The Parties acknowledge and agree that the provision of services, whether there are charges for such services, and the amount of charges for such services, may be negotiated at the end of each fiscal year for the immediately following fiscal year.

- I. The District will not provide or pay for legal fees, costs or judgments incurred in defense of litigation against the School. In the event a special education due process hearing involving the School is appealed to federal or state court, the District will provide a defense through its legal counsel, and the School shall pay one-half of the legal fees and costs incurred in the defense of such appeal, as well as its share of any judgment resulting from such appeals (including costs of court-ordered services, in accordance with the allocation of special education responsibilities set forth in this Contract, and one-half of any award of attorney fees and/or costs). If the School retains an attorney for defense of such appeals, the School shall be solely responsible for all fees and costs incurred in connection with such representation, as well as any judgment rendered against the School.

SECTION TEN: FACILITIES

10.1 School Facility.

The School shall be responsible for the construction, renovation and maintenance of any facilities owned or leased by it. The School shall provide the District with a copy of the lease, deed, closing statement or other facility agreement granting the School the right to use the same within 10 days of closing, refinancing or leasing. The School has or shall comply with C.R.S. §22-32-124, and shall obtain all applicable use permits or certificates of occupancy necessary for the facilities owned or leased by it to be used and occupied as a school. The District shall have access at all reasonable times to any such facilities for purposes of inspecting the same. If the School occupies a District owned facility, the School shall work in conjunction with the District for any construction or renovation of the District facility used by the School. If the School leases or owns other property, they will be fully responsible for that property.

10.2 Use of District Facilities.

The School may use District facilities in accordance with District policy.

10.3 Impracticability of Use.

If use by the School of a facility is rendered impracticable by any cause whatsoever, or if the funds necessary to construct/renovate or upgrade a facility cannot be secured, the District shall not be obligated to, but may, provide an alternative facility for use by the School to operate the School.

SECTION ELEVEN: CHARTER RENEWAL, REVOCATION AND SCHOOL-INITIATED CLOSURE

11.1 Renewal Timeline and Process.

The School shall submit its renewal application by no later than December 1 of the year prior to the year in which the charter expires. At least fifteen (15) days prior to the date on which the District Board will consider whether to renew the charter, District personnel shall provide to the District Board and School a written recommendation, including the reasons supporting the recommendation, concerning whether to renew the charter. The District Board shall rule by resolution on the renewal application no later than February 1 of the year in which the charter expires, or by a mutually agreed upon date, following a public hearing where the School shall have the opportunity to address the District Board

about its renewal request. If the District Board decides to not renew the Contract, it shall detail the reasons in its resolution.

11.2 Renewal Application Contents.

In addition to contents required by law, the renewal application may include comments and additional information provided by the School about its progress toward meeting the District's accreditation indicators. The format of the renewal application shall be provided to the School by the District prior to July 1 of the year in which the application is due. The District may modify this format, but shall not do so prior to seeking input from the School.

The renewal application shall include those items designated in C.R.S. § 22-30.5- 110(2) including:

A report on the progress of the School in achieving the goals, objectives, pupil performance standards, content standards, targets for the measures used to determine the levels of attainment of the performance indicators, and other terms of this Contract and the results achieved by the School's students on the assessments administered through the Colorado student assessment program; and

A financial statement that discloses the costs of administration, instruction, and other spending categories for the charter school that is understandable to the public and that will allow comparison of such costs to other schools or other comparable organizations, in a format required by the state board of education; and

Any information or material resulting from the charter school's annual reviews.

The renewal application may provide the School an opportunity to report on its academic, financial, and operational performance during the current charter term; and plans and anticipated changes for a renewal term.

11.4 Criteria for Renewal or Non-Renewal and Revocation.

The District may terminate the Contract and revoke the charter for any of the grounds provided by State law, C.R.S. §22-30.5-110(3), as they exist now or may be amended or material breach of this Contract. Grounds for termination, revocation, or nonrenewal also include but are not limited to the following:

- A. Pursuant to C.R.S. §22-11-210(1)(d), the School is accredited with a priority improvement plan or turnaround plan for a combined total of five (5) consecutive years or any lesser number of years established by the State Board after which closure or restructuring is required.
- B. The School is accredited with a turnaround plan and does not attain a higher accreditation rating at its next performance review in accordance with C.R.S. §22-11-406(3). This provision shall not apply to any year in which plan status is frozen as a result of changes in or temporary suspension of testing or other circumstances generally applicable to school plans.
- C. The District shall comply with all guidelines found in C.R.S. §22-30.5-110 and any other relevant provisions regarding renewal, non-renewal, and revocation.

11.5 Appeal Procedures.

The Charter School has the statutory right to appeal a non-renewal decision. In the event of a non-renewal decision, the School shall be solely responsible for adhering to the statutory appeal procedures and requirements as set out in C.R.S. § 22-30.5-108, including but not limited to notification of the District. The effective date of a decision to non-renew or

revoke the School shall be on or after exhaustion or waiver of the School's opportunity to appeal to the State Board of Education. Closure at the end of a school year is preferred. The Effective Date of a unilateral imposition of contract condition shall be the date the District refuses to add a term requested by the School or adds a term objected to by the School during contract negotiations.

11.6 School-Initiated Closure.

Should the School choose to terminate this Contract before the end of the Contract term, it may do so in consultation with the District at the close of any school year and upon written notice to the District given at least ninety (90) days before the end of the school year. Notice would ideally be given by January 1 to allow families to take advantage of District choice enrollment dates.

11.7 Dissolution.

In the event the School should cease operations for whatever reason, including the non-renewal or revocation of this Contract, the School agrees to continue to operate its educational program until the end of the school year or another mutually agreed upon date. The District shall supervise and have authority to conduct the winding up of the business and affairs for the School; provided, however, that in doing so, the District does not assume any liability incurred by the School beyond the funds allocated to it by the District under this Contract. Should the School cease operations for whatever reason, the District maintains the right to continue the School's operations as a District facility until the end of the school year. The District's authority hereunder shall include, but not be limited to, 1) the return and/or disposition of any assets acquired by purchase or donation by the School during the time of its existence, subject to the limitations of Section 11.7 below and 2) reassignment of students to different schools. School personnel and the Charter Board shall cooperate fully with the winding up of the affairs of the School including convening meetings with parents at the District's request and counseling with students to facilitate appropriate reassignment.

11.7 Return of Property.

In the event of termination or dissolution, after payment of all liabilities by the School, all property owned by the School that was purchased in whole or in part with funding provided by the District, including, but not limited to, real property, shall be returned to the District. Notwithstanding the above, the District shall not have the right to retain property leased by the School, unless the District chooses to comply with the terms of that lease. All non-consumable grants, gifts and donations or assets purchased from these revenue sources shall be considered the property of the School unless otherwise identified by the donor in writing. Assets not purchased with public funding provided by the District may be disposed of in accordance with the School's Articles of Incorporation.

SECTION TWELVE: GENERAL PROVISIONS

12.1 Order of Precedence.

In the event of any conflict among the organic documents and practices defining this relationship, it is agreed that this Contract shall take precedence over policies of either Party and the Application; applicable policies of the District Board that have not been waived shall take precedence over policies and practices of the School and the Application; and policies of the School and mutually-acceptable practices developed during the term of this Contract shall take precedence over the Application.

12.2 Amendments.

No amendment to this Contract shall be valid unless ratified in writing by the District Board and the Charter Board and executed by authorized representatives of the Parties.

12.3 Merger.

This Contract contains all terms, conditions, and understandings of the Parties relating to its subject matter. All prior representations, understandings, and discussions are merged herein and supersede by this Contract.

12.4 Non Assignment.

Neither Party to this Contract shall assign or attempt to assign any rights, benefits, or obligations accruing to the Party under this Contract unless the other Party agrees in writing to any such assignment. Such consent shall not be unreasonably withheld, conditioned or delayed.

12.5 Governing Law and Enforceability.

This Contract shall be governed and construed according to the Constitution and Laws of the State of Colorado. If any provision of this Contract or any application of this Contract to the School is found contrary to law, such provision or application shall have effect only to the extent permitted by law. Either Party may revoke this Contract if a material provision is declared unlawful or unenforceable by any court of competent jurisdiction or the Parties do not successfully negotiate a replacement provision. The Parties agree, that upon any material changes in law that may materially impact the relationship of the Parties, the Parties shall amend this Contract to reflect such change as soon as reasonably practical after the effective date of such change in law.

12.6 No Third-Party Beneficiary.

The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the District and the School. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

12.7 No Waiver.

The Parties agree that no assent, express or implied, to any breach by either of them of any one or more of the provisions of this Contract shall constitute a waiver of any other breach.

12.8 Notice.

Any notice required, or permitted, under this Contract, shall be in writing and shall be effective upon actual receipt or refusal when sent by personal delivery (subject to verification of service or acknowledgement of receipt) or one day after deposit with a nationally recognized overnight courier, or three days after mailing when sent by certified mail, postage prepaid to the Administrator for notice to the School, or to the designated District representative for notice to the District, at the addresses set forth below. Either Party may change the address for notice by giving written notice to the other Party.

12.9 Severability.

If any provision of this Contract is determined to be unenforceable or invalid for any reason, the remainder of the Contract shall remain in full force and effect, unless otherwise terminated by one or both Parties in accordance with the terms contained herein.

12.10 Interpretation.

- A. Standard of Compliance. In the event of any disagreement or conflict concerning the interpretation or enforcement of this Contract, the Renewal Application, and District policies, procedures, regulations, or other requirements, unless waived, and compliance by the School therewith shall be required and measured in the same manner as may be applied and expected by the District of otherwise-comparable District schools.
- B. Business Days. As used in this Contract "business day" means any day other than a Saturday or Sunday or a day on which government institutions in the State of Colorado are closed.
- C. Counterparts; Signature by Facsimile. This Contract may be signed in counterparts, which when taken together, shall constitute one original Contract. Signatures received by facsimile by either of the Parties shall have the same effect as original signatures.
- D. Conflict with Exhibits. In the event of conflicts or inconsistencies between this Contract, the Attachments, or the Application, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: first, the terms of this Contract, second, the Attachments, and last the Application.

12.11 Nonreligious, nonsectarian status.

The educational program of the School shall be nonreligious, nonsectarian, and, consistent with applicable law and District policy.

12.12 Nondiscrimination

The School shall not discriminate against any student on the basis of disability, race, creed, color, national origin, sex, sexual orientation, gender expression, gender identity, pregnancy, marital status, religion, ancestry, age, genetic information, need for special education services, or any other applicable status protected by federal, state, or local law ("protected status").

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

Excel Academy
a Colorado nonprofit corporation

By: _____
President

ATTEST:

Secretary

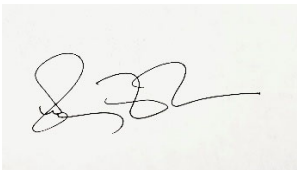
JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1

By: _____
President, Board of Education

ATTEST:

Secretary, Board of Education

Approved as to form:



Molly H. Ferrer
School District Attorney

Attachments

Attachment 1: District Board Resolution and Charter Renewal Application

Attachment 2: Articles of Incorporation and Bylaws

Attachment 3: Conflict of Interest Form (for Charter School Board Members)

Attachment 4: Automatic State Waivers

Attachment 5: Non-Automatic State Waivers

Attachment 6: Automatic District Waivers

Attachment 7: Non-Automatic District Waivers

Attachment 8: School Enrollment Priorities and Procedures

Attachment 9: School Vision and Mission

Attachment 10: Purchased Services

Attachment 11: Cafeteria Plan Approval Form

Attachment 12: Copy of Insurance Coverage that meets District Requirements/Certificate of Insurance

Attachment 13: Financial Performance Framework

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

Excel Academy
a Colorado nonprofit corporation

By: _____
President

ATTEST:

Secretary

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1

By: Stephanie Schooley
Stephanie Schooley (Apr 5, 2023 13:32 MDT)

President, Board of Education

ATTEST:

Paula Reed
Paula Reed (Apr 5, 2023 09:50 MDT)

Secretary, Board of Education

Approved as to form:



Molly H. Ferrer
School District Attorney











Excel Academy Renewal Contract 3-22-23

Final Audit Report

2023-04-05

Created:	2023-04-05
By:	Jennifer Zavada (144657e@jeffcoschools.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnLFQx-amb1Is7KAJfMzOGTymznr0fens

"Excel Academy Renewal Contract 3-22-23" History

-  Document created by Jennifer Zavada (144657e@jeffcoschools.us)
2023-04-05 - 3:47:47 PM GMT
-  Document emailed to paula.reed@jeffco.k12.co.us for signature
2023-04-05 - 3:48:46 PM GMT
-  Email viewed by paula.reed@jeffco.k12.co.us
2023-04-05 - 3:49:20 PM GMT
-  Signer paula.reed@jeffco.k12.co.us entered name at signing as Paula Reed
2023-04-05 - 3:50:34 PM GMT
-  Document e-signed by Paula Reed (paula.reed@jeffco.k12.co.us)
Signature Date: 2023-04-05 - 3:50:36 PM GMT - Time Source: server
-  Document emailed to stephanie.schooley@jeffco.k12.co.us for signature
2023-04-05 - 3:50:37 PM GMT
-  Email viewed by stephanie.schooley@jeffco.k12.co.us
2023-04-05 - 7:31:59 PM GMT
-  Signer stephanie.schooley@jeffco.k12.co.us entered name at signing as Stephanie Schooley
2023-04-05 - 7:32:12 PM GMT
-  Document e-signed by Stephanie Schooley (stephanie.schooley@jeffco.k12.co.us)
Signature Date: 2023-04-05 - 7:32:14 PM GMT - Time Source: server
-  Agreement completed.
2023-04-05 - 7:32:14 PM GMT

Names and email addresses are entered into the Acrobat Sign service by Acrobat Sign users and are unverified unless otherwise noted.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date first above written.

Excel Academy
a Colorado nonprofit corporation

By: M. T. Andell
President

ATTEST:

[Signature]
Secretary

JEFFERSON COUNTY SCHOOL DISTRICT NO. R-1

By: _____
President, Board of Education

ATTEST:

Secretary, Board of Education

Approved as to form:

[Signature]
Molly H. Ferrer
School District Attorney



COLORADO

Department of Education

Charter School Automatic Waivers as of 11/15/21

Statutory Citation	Description
22-32-109(1)(f), C.R.S.	Local board duties concerning selection of staff and pay
22-32-109(1)(t), C.R.S.	Determine educational program and prescribe textbooks
22-32-110(1)(h), C.R.S.	Local board powers-Terminate employment of personnel
22-32-110(1)(i), C.R.S.	Local board duties-Reimburse employees for expenses
22-32-110(1)(j), C.R.S.	Local board powers-Procure life, health, or accident insurance
22-32-110(1)(k), C.R.S.	Local board powers-Policies relating to in-service training and official conduct
22-32-110(1)(ee), C.R.S.	Local board powers-Employ teachers' aides & other non-certificated personnel
22-32-126, C.R.S.	Employment and authority of principals
22-33-104(4), C.R.S.	Compulsory school attendance-Attendance policies and excused absences
22-63-301, C.R.S.	Teacher Employment Act- Grounds for dismissal
22-63-302, C.R.S.	Teacher Employment Act-Procedures for dismissal of teachers
22-63-401, C.R.S.	Teacher Employment Act-Teachers subject to adopted salary schedule
22-63-402, C.R.S.	Teacher Employment Act-Certificate required to pay teachers
22-63-403, C.R.S.	Teacher Employment Act-Describes payment of salaries
22-1-112, C.R.S	School Year-National Holidays

Colorado Department of Education: Charter School Waiver Request Addendum

School Name:	Excel Academy Charter School
School Address (mailing):	11500 W 84th Ave Arvada, CO 80005
Charter School Waiver Contact Name:	Dr. Susan-Marie Farmen, Principal
Charter School Waiver Contact's Phone Number:	303-467-2295
Charter School Waiver Contact's Email:	Susan-Marie.Farmen@jeffco.k12.co.us
Request for Duration of Waivers:	Contract Period July 1, 2023 - June 30, 2028

Commonly Approved Waivers (100+ times) with Commonly Approved Language

Statute	Title	Rationale & Replacement Policies	
		Common	Customized
Group 1		<i>Please Check Appropriate Box</i>	
C.R.S. §22-9-106	Local Board of Education, Duties, Performance Evaluation System	Yes	
C.R.S. §22-2-112(1)(q)(I)	Commissioner Duties	Link	Link
Group 2		<i>Please Check Appropriate Box</i>	
C.R.S. §22-32-109(1)(n)(I)	Board of Education-Specific Duties School Calendar	Yes	
C.R.S. §22-32-109(1)(n)(II)(B)	Board of Education-Specific Duties Adoption of District Calendar	Link	Link
C.R.S. §22-32-109(1)(n)(II)(A)	Board of Education-Determin Teacher-Pupil Contact Hours		
Group 3		<i>Please Check Appropriate Box</i>	
C.R.S. § 22-63-201	Employment-Certificate required	Yes	
		Link	Link
Group 4		<i>Please Check Appropriate Box</i>	
C.R.S. §22-63-202	Teacher Employment, Compensation and Dismissal Act- Contracts in writing, damage provision	Yes	
		Link	Link

C.R.S. §22-63-203

Teacher Employment, Compensation and Dismissal Act, Probationary Teachers-Renewal and non-renewal of employment contract

C.R.S. § 22-63-206

Teacher Employment, Compensation and Dismissal Act

Additional Waiver Requests

Please complete the following information for each additional waiver you are requesting.

Rationale & Replacement Policies

Statute	Title	Rationale & Replacement Policies
		Additional Waiver #1
		Additional Waiver #2
		Additional Waiver #3
		Additional Waiver #4
		Additional Waiver #5
		Additional Waiver #6
		Additional Waiver #7
		Additional Waiver #8
		Additional Waiver #9
		Additional Waiver #10
		Additional Waiver #11
		Additional Waiver #12
		Additional Waiver #13
		Additional Waiver #14
		Additional Waiver #15
		Additional Waiver #16

C.R.S. §22-9-106 Local Board of Education, Duties, Performance Evaluation System

C.R.S. §22-2-112(1)(q)(I) Commissioner Duties

Commonly Approved Language

Rationale: The charter school leader must have the ability to perform the evaluation of all personnel. Should any other designated administrator not have a Principal Licensure, this should not preclude him or her from administering the evaluations under the direction of the Principal. The Board of Directors must also be able to perform the evaluation for the school leader or designated head of school. Additionally, the charter school should not be required to report its teacher evaluation ratings as a part of the commissioner’s report as required by C.R.S. § 22-2-112(1)(q)(I), but will still report on in-field/out-of-field.

Replacement Plan: The school will use its own evaluation system as agreed to in the charter contract with the school district. The charter school’s evaluation system will continue to meet the intent of the law as outlined in statute. Staff will be annually trained in this evaluation system. The methods used for the school’s evaluation system will include quality standards that are clear and relevant to the administrators’ and teachers’ roles and responsibilities, be based on research-based practices guiding the science of reading, have the goal of improving student academic growth, and meet the intent of the quality standards established in C.R.S. §§ 22-9-101 et seq. The school will not be required to report its teacher evaluation data through applicable state collections; however, teacher performance ratings data will be reviewed by the school and used to inform hiring practices and professional development. Core course level participation will continue to be reported pursuant to C.R.S. § 22-11-503.5, as this is a non-waivable statute.

Customized Rationale & Replacement Plans

Rationale:

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Replacement Plan:

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C.R.S. §22-32-109(1)(n)(I) Board of Education- Specific Duties School Calendar

C.R.S. §22-32-109(1)(n)(II)(B) Board of Education-Specific Duties Adoption of District Calendar

C.R.S. §22-32-109(1)(n)(II)(A) Board of Education-Determine Teacher-Pupil Contact Hours

Commonly Approved Language

Rationale: The charter school will prescribe the actual details of its own school calendar to best meet the needs of its students. The authorizing board will not set these policies and the charter school will have a calendar that differs from the rest of the schools within the district.

The final calendar and the school’s daily schedule will be designed and approved by the charter school’s Board of Directors and will meet or exceed the requirements in state statute. The Board will adopt a policy that specifics a process regarding how and when a calendar is adopted and how changes to the calendar are made. A copy of the calendar will be distributed to parents of the charter school.

Customized Rationale & Replacement Plans

Rationale:

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Replacement Plan:

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Commonly Approved Language

Rationale: The charter school leader should be granted the authority to hire teachers and school leaders that will support the school's goals and objectives. The charter school will seek to attract school leaders and teachers from a wide variety of backgrounds, including, but not limited to, teachers from out of state, teachers with a lapsed Colorado certificate, persons with several years of successful teaching experience in a setting not requiring a license, as well as persons with business or professional experience. However, all employees will comply with the federal Highly Qualified requirements as defined in ESSA.

Replacement Plan: The school will, as appropriate, hire certified teachers and principals. However, in some instances it may be advantageous for the school to be able to hire qualified teachers and/or administrators without a certificate and who possess unique background and/or skills. All in-field teachers will at a minimum meet at least one of the following guidelines, specifically (1) endorsement on a Colorado teaching license; (2) holding at least a BA or higher in a relevant subject area; (3) completing 36 semester credit hours in the subject matter in which s/he teaches; or (4) holding at least a BA or higher and passing a State Board approved content exam in the relevant subject area. When hiring "out-of-field" teachers the school will hire candidates holding at least a BA. All school employees will meet applicable fingerprinting and background check requirements. Special Education Teachers will hold the requisite state license and endorsement. The school will prioritize the hiring of in-field teachers as defined by Colorado's ESSA Plan. The school recognizes that it is required to report data to meet federal requirements, including, but not limited to, in-field/out-of-field teachers and years of experience.

Customized Rationale & Replacement Plans

Rationale:

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Replacement Plan:

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C.R.S. §22-63-202 Teacher Employment, Compensation and Dismissal Act-Contracts in writing, damage provision

C.R.S. §22-63-203 Teacher Employment, Compensation and Dismissal Act, Probationary Teachers-Renewal and non-renewal of employment contract

C.R.S. § 22-63-206 Teacher Employment, Compensation and Dismissal Act

Commonly Approved Language

Rationale: The charter school should be granted the authority to develop its own employment offer letters and terms and conditions of employment. The school will be operating differently from other schools with a unique curriculum for which having the proper teaching staff is essential. The charter school is granted the authority under the Charter School Agreement to select its own teachers. The authorizer should not have the authority to transfer its teachers into the charter school or transfer teachers from the charter school to any other schools, except as provided for in the Charter School Agreement.

Offer letters are submitted to staff at the time of their employment. The charter school has teacher agreements with the terms of non-renewal and renewal of employment agreements, and payment of salaries upon termination of employment of a teacher. The school will hire teachers on a best qualified basis and will be at-will. There is no provision for transfers. However, to the extent that teachers are transferred to other positions or grades within the school, there shall be no discrimination shown toward any teacher in the assignment or transfer of that teacher because of sex, sexual orientation, marital status, race, creed, color, religion, national origin, ancestry, or membership or non-membership in any group or organization. Race includes hair texture, hair type, or a protective hairstyle that is commonly or historically associated with race.

Customized Rationale & Replacement Plans

Rationale:

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Replacement Plan:

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Additional Waiver Request # 1

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 2

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 3

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 4

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 5

C.R.S. #ERROR!

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 6

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 7

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 8

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 9

C.R.S.
Title

Rationale:

Replacement Plan:

Additional Waiver Request # 10

C.R.S.
Title

Rationale:

Replacement Plan:

Additional Waiver Request # 11

C.R.S.
Title

Rationale:

Replacement Plan:

Additional Waiver Request # 12

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 13

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 14

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 15

C.R.S.

Title

Rationale:

Replacement Plan:

Additional Waiver Request # 16

C.R.S.

Title

Rationale:

Replacement Plan: